

Request for Proposals For Unified Communications System Upgrade/Replacement

RFP # 14-01

Date Issued: January 24, 2014

1. INTRODUCTION

1(A) Background

The City of Dunwoody (46,267 residents) is a picturesque community featuring many of the metro-area's top dining, shopping, schools and recreation. The City of Dunwoody is approximately 13 square miles and is nestled at the most northern tip of DeKalb County. The city is bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant number of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, high ranked public and private educational institution, a variety of places of worship, and several neighborhood-level shopping centers and office complexes. The road network and public transit system provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family-friendly, convenient location for business and visitors.

For more information about the City of Dunwoody, visit http://www.dunwoodyga.gov

1(B) RFP Purpose

The City of Dunwoody is requesting proposals (RFP) from qualified vendors to replace the City's current Cisco Unified Communication system. The upgrade will be from the current system to the latest version of Cisco UC platform. The City is not looking to upgrade phones that are currently deployed; this is just a replacement of the current MCS 7800 series server and all relevant UC software.

The City currently uses the Cisco Unified Communications Business Edition version 6.1, which runs on a MCS 7800 series server. The system currently supports 84 Cisco IP phones, with handset models ranging from 7911, 7941, and 7937 conference stations. The City's Voice Gateway Router is a Cisco 2851 router, with a PRI provided by the internet service provider. A diagram of the voice infrastructure of the City can be provided without internal IP addresses if requested by the proposer if it will help them compile their final proposal.

1(C) Project Budget

This project has a budget not to exceed \$48,000.00; this includes hardware and services rendered. A Bill of Materials is provided in this RFP with the City's proposed solution that staff has worked with Cisco sales and engineering team to guide the proposer.

1(D) Scope of Services

1(D)1 Implementation Services

Below are the City's Guidelines for implementation:

- 1. A Dedicated Project Manager is assigned to oversee the project's progress from beginning to end.
- Selected vendor should facilitate a proven implementation process that can be completed
 with a simple implementation methodology based on similar prior implementation
 experience
- 3. Selected vendor should facilitate a proven implementation process that can be completed within a short time frame based on similar prior implementation experience
- 4. The project to be completed by the agreed upon delivery date; exceptions only to be allowed if City approval is given.
- 5. A detailed design plan will be presented to City IT staff with a corresponding implementation schedule.
- 6. A migration strategy is to be provided within the project plan, along with a roll back plan if issues may arise at any point during the implementation.
- 7. The proposer should design the proposed solution with the Bill of Materials included as a guide.

1(D)2 Managed Services

Below are the City's Guidelines for managed services:

1. The city expects the vendor to provide at minimum a 90 day support on the system after project completion. This is only support for issues that are related to the work done by the

- vendor; day-to-day system management will be the responsibility of the Dunwoody IT department.
- 2. Remote support for troubleshooting and resolving issues based on SLA tiers.
- 3. On-site support for escalated issues that occur in the provided maintenance period.

1(D)3 Proposed Solution

Below are the City's guidelines for the proposed upgrade solution:

- 1. The City is looking for the proposer to provide a solution that coincides with the Bill or Materials accompanying this RFP.
- 2. Proposers can submit suggested changes to the Bill of Materials, but any changes must include a two (2) UCS server configuration for redundancy.

1(E) RFP Cover Sheet

CITY OF DUNWOODY RFP No. 14-01 City Unified Communications System Upgrade/Replacement Response Cover Sheet

	City Unified Communications System Up Response Cover Shee			
·			Yes	No
	any operated at least 1 year without interruption?			
Does any emploism?	oyee or official of the City have any financial or oth	ner interest in your		
Are there any cl	laims pending against this insurance policy?			
Does your comp	pany maintain Professional Liability Insurance?	alain in the least five		
years?	any been in bankruptcy, reorganization or receivers	snip in the last five		
	pany been disqualified by any public agency fro	m participation in		
public contracts? Is your company licensed to do business in the State of Georgia?				
FULL LEGAL N COMPANY TYPE OF BUSI		neral) □ Partnership (limi	ited)	
	☐ Sole Proprietorship ☐ L		,	
FEDERAL EMP	PLOYEE ID NUMBER (FEI):			
ADDRESS _				
CITY/STATE/ZI	P			
EMAIL ADDRE	SS:			
PHONE		FAX		
NAME(PLEASE F	PRINT)	TITLE		
SIGNED		_ DATE		·

2. RFP INSTRUCTIONS AND INFORMATION

2(A) RFP Timeline

Day/Date	Description
Friday, January 24, 2014	Advertisement announcing RFP will be placed in Dunwoody. RFP placed on City of Dunwoody website and Georgia Municipal Association Website. RFPs available to vendors via email notification and access to website.
Tuesday, February 4, 2014 At 10:00 a.m.	Pre-bid Conference Call/On-site Bid Meeting at 41 Perimeter Center East Suite 250, Dunwoody, GA 30346. Where: WebEx Online Meeting number: 194 163 010 Meeting URL: https://meetings.webex.com/collabs/#/meetings/detail?uuid= M59MQY119Q1IHG9UTR38X382EG-9PQV Password: This meeting does not require a password. Audio Connection 1-855-244-8681 Call-in toll-free number (US/Canada) 1-650-479-3207 Call-in toll number (US/Canada) Access code: 194 163
Friday, February 7, 2014 By 2:00 p.m.	Vendors' written questions must be received by the RFP Coordinator. All questions can be submitted to purchasing@dunwoodyga.gov
Tuesday, February 11, 2014	Written answers from the City for pertinent questions by vendors posed on the Question Submittal Form, Section 6 by the above date.
Monday 17, 2014 By 2:00 p.m.	RFP responses must be received by the Purchasing Office at the 41 Perimeter Center East Suite 250, Dunwoody, GA 30346. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.
Tuesday, February 18, 2014	Vendors' responses will be analyzed and scored by the evaluation team. The total score will factor heavily into the City's decision as to which vendors will be considered finalists.
Thursday, February 19- Friday, February 21, 2014	City staff will contact vendors with any questions we have upon review of the proposals.
Wednesday February 26, 2014	Award to apparent successful vendor is made subject to successful negotiation of terms and conditions. Notice of Award to selected vendor posted on website.

2(B) Selection and Evaluation Team

Ashley Smith, IT Manager	Team Leader
Carleeta Sanders, Systems Administrator	Team Member

2(C) RFP Coordinator

		Physical Address: 41 Perimeter Center East Suite 250 Dunwoody, GA 30346 Mailing Address: 41 Perimeter Center East
John Gates	Purchasing Manager	Suite 250 Dunwoody, GA 30346
		Email address: purchasing@dunwoodyga.gov
		Any and all communication to the Purchasing Manager relative to this requirement must be via email.

2(D) RFP Evaluation Criteria

An evaluation team composed of the members of the Selection and Evaluation Team listed in Section 2(B) will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Dunwoody reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items deemed appropriate by the City of Dunwoody.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best service for the City, along with price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if

applicable), product; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's response, the following factors will be considered, any one of which will suffice to determine whether or not a potential vendor is a responsible vendor or if the vendor's proposal is the most advantageous to the City:

- 1. The ability, capacity and skill of the vendor to perform/provide the service required.
- 2. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- 3. The vendor can provide services that meets the requirements of the City
- 4. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's ability to perform satisfactorily and complete items specified in the contract agreements.
- 5. The previous and existing compliance by the vendor with laws relating to the contract or services.
- 6. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
- 7. The vendor is not qualified for the work or to the full extent of the RFP.
- 8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
- The vendor failed to settle bills for labor or materials on past or current public or private contracts.
- 10. The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- 11. The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- 12. More likely than not, the vendor will be unable, financially or otherwise, to perform the work
- 13. At the time project award, the apparent successful vendor must obtain a City of Dunwoody business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.
- 14. Such other information as may be secured having a bearing on the decision to award the contract.
- 15. Any other reason deemed proper by the City.

2(E) GENERAL INSTRUCTIONS FOR PROPOSERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. INTENT

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to purchasing@dunwoodyga.gov prior to the deadline for questions regarding proposals indicated in the RFP. Such exceptions must be specific. and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 A Proposer's Proposal prices shall remain firm for 60 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.3 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.4 There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

3. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or

examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work. <u>Examples of the City's Standard Contracts and General Conditions are available on the City website.</u>

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712 by the date and time listed in the proposal documents (if applicable). Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting the City web site at http://www.dunwoodyga.gov. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PREPARATION OF PROPOSALS

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her.
- 6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.
- 6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

- 8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the RFP #. Each Proposal shall consist of (i) an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678)533-0712. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

10. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of sixty (60) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the sixty (60) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

11. DISQUALIFICATION OF PROPOSERS

- 11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:
- 11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

- 11.1.2 Evidence of collusion between or among Proposers;
- 11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
- 11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
- 11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.
- 11.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

12. REJECTION OF IRREGULAR PROPOSALS

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

14. RESPONSIBILITY OF PROPOSERS

- 14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- 14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years, unless otherwise noted in the Proposal Document. The information should be submitted with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- 14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or

principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

- 15. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90
- 15.1 When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.
- 16. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
- 16.1 Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

17. EXECUTION OF CONTRACT

- 17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.
- 17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).
- 17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

18. GEORGIA SALES TAX

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

19. SUBCONTRACTS

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02, if applicable, will be attested.

21. SECURITY

The successful Proposer will be required to comply with all applicable standards of the City relating to security which may be in effect or changed from time to time.

- 22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.
- 23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

24. INSURANCE

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits there under decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

In the case of a Proposer's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

28. NO PROPOSALS

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

29. PUBLIC RECORDS/PUBLIC MEETINGS

Bidders hereby acknowledge that meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal shall constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that any portion of its response to be proprietary information. Proposals and all related correspondence are governed by the Georgia Open Records Act and will be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the bidder. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and site the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion

5. RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that No scanned RFI response submissions will be accepted.

- 1. Vendor shall create one original response (labeled "original") with original signature (See Tab 1) and two (2) identical copies (for a total of three (3) responses).
- 2. The **original and each of the two (2) identical copies** shall be submitted in its own three-ring binder of sufficient size to contain the response.
- 3. The **original and each of the two (2) three-ring binders** shall be sent to the City Purchasing Manager's attention at the address shown in Section 2C, on or before the due date shown in Section 2A and in a box of sufficient size to hold all the responses.
- 4. In addition to the copies specified above the Vendor **MUST** include a CD or USB/flash drive of the entire response which shall be placed inside the front cover of the original response.
- 5. The RFP name must be shown on the lower left-hand corner of the box.
- 6. The **original and each of the two (2) copies** shall be indexed in the suggested format with tabs as follows:

Tab #	Section	Description	
1	1(C)	RFP Cover Sheet	
2	1(D)1	Summarize the firm's capability to deliver the project	
		successfully per the Scope of Works requirements.	
3	1(D)1	Provide the Qualifications of the firm and its potential	
		project team members	
4	1(D)2	Summarize the firm's capability to fully the	
	1(D)3	requirements in the section	
5	1(D)3	Proposed solution based on Bill of Materials provided	
	Bill of	in RFP. If alternate design is proposed, mark it as	
	Materials	such with its own tab.	
6	n/a	Pricing Sheet (Include Bill of Materials and	
		Services/Support Costs)	
7	n/a	Provide a potential project timeline with a start date of	
		March 4, 2014 (With completion no later than April 25,	
		2014)	
8	n/a	Please provide a sample contract for services	
9	n/a	List of previous government clients (if can be provided)	

This checklist is intended merely as an aid to the Vendor in providing a response to this RFI. The Vendor retains the sole responsibility for accuracy and completeness of the response.

Line Number	Item Name	Description	Service Duration
1.0	BE6K-ST-BDL-K9=	Cisco BE6000 UCS C220M3 MD Srv RST 9.x SW Hyp UPM VCS	N/A
1.0.1	CON-SNTP-BE6KSTBD	SMARTNET 24X7X4 Cisco Business Edition 6000 UCS Srv 9.0	12 month(s)
1.1	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	N/A
1.2	BE6K-SW-APP-9.X	Cisco Business Edition 6000 - Software App Version 9.X	N/A
1.3	CIT-PSU-BLKP	Power Supply Blanking Panel/Filler	N/A
1.4	CIT-SD-16G-C220	16GB SD Card Module for C220 servers	N/A
1.5	CTI-VCSC-BE6K-PAK	Config Only E-Delivery VCS Control PAK PID	N/A
1.6	LIC-VCS-10+	Video Comm Server 10 Add Non-traversal Network Calls	N/A
1.7	LIC-VCS-BASE-K9	License Key - VCS Encrypted Software Image	N/A
1.8	LIC-VCS-GW	Enable GW Feature (H323-SIP)	N/A
1.9	LIC-VCSE-5+ R2XX-RAID10	Video Communication Server - 5 Traversal Calls	N/A N/A
-	·	Enable RAID 10 Setting	
1.11	UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted	N/A
1.12	UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	N/A
1.13	UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v	N/A
1.14	UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server	N/A
1.15	UC-RAID-9271	MegaRAID 9271-8i + Battery Backup for C240 and C220	N/A
1.16	VMW-VS5-HYP-K9	Cisco UC Virt. Hypervisor 5.x (2-socket)	N/A
1.17	VMW-VS5-SNS	Cisco UC Virt. Hypervisor 5.x - SnS	N/A
2.0	R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	N/A
2.0.1	CON-SES4-RCBE6KK	SC ESS ADV SAS Cisco Business Editi	12 month(s)
2.0.1	BE6K-SW-9.X-XU	Cisco Business Edition 6000 SW Version 9.X Unrestricted	N/A
2.2	UPG-6K-BAS		N/A
		Unified CMBE6K Basic UCL - SW Upg with UCSS	· ·
2.3	BE6K-UWL-CMAPPS2BE	Cisco BE6000 - UCL Enhanced + apps to CUWL STD migration	N/A
2.4	CUP9-ONPREM-OPT	Included CUCM IM and Presence for on-premise use	N/A
2.5	BE6K-9X-PAK	BE6K 9.X PAK (UCM Unty Cn CUP)	N/A
2.6	UCM-9X-BAS-UCL	BE6K UCM 9X Basic User Connect License	N/A
2.6.0.1	UCSS-U-6K-BAS-3-1	BE6K - UCSS for Basic User - 3 Years - 1 User	36 month(s)
2.7	UCM-9X-UWLBE	BE6K UCM 9.X CUWL BE Users	N/A
2.7.0.1	UCSS-U-6KUWLBE-3-1	BE6K UCSS for CUWL-BE User - 3 Years - 1 User	36 month(s)
2.7.0.2	CON-SES4-UCM9XU	SC ESS ADV SAS BE6K UCM 9.X CUWL BE	12 month(s)
2.8	UCXN-9X-UWL-BE	Unity Connection 9.x CUWL BE Users	N/A
3.0	L-CUAC9X-MIG-AC	Cisco Unified Att Console 9.x Migration Offer - eDelivery	N/A
		PRTNR SUP SW UPG Cisco Unified Att Co	
3.0.1	CON-PSUU-CUAC9X-M		12 month(s)
3.1	L-CUE9X-MIG-AC	Cisco Unified Att Console Ent Edition 9.x Migration Offer	N/A
3.1.0.1	CON-PSUU-LCUE9XMI	PRTNR SUP SW UPG CSC Unified Att Cnsl Ent Ed 9X Mig Offer	12 month(s)
3.1.0.2	UCSS-U-ATT-CUE-1-1	UCSS for Enterprise Att Console - 1 Instance One Year Sub	12 month(s)

Lead	Included	
Time	Item	Quantity
21 days	No	2
N/A	No	2
8 days	No	2
21 days	Yes	2
14 days	Yes	2
10 days	Yes	
21 days	Yes	8
21 days	Yes	4
21 days	Yes	8
21 days	Yes	2
0 days	No	1
N/A	No	1
21 days	No	1
21 days	No	1
21 days	No	85
14 days	No	1
21 days	Yes	1
21 days	Yes	1
N/A	No	1
14 days	Yes	85
N/A	No	85
N/A	No	85
21 days	Yes	85

0 days

0 days

N/A

N/A

N/A

No

No

No

No

No

1

1 2

2

2